

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	03/18/2008		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Godiva Brands, Inc.		03/18/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Godiva Chocolatier, Inc.		
Street Address:	355 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Serial Number:	78856289	AMERICAN PIES	
Serial Number:	74361881	CAFE GODIVA	
Serial Number:	78726938	CHOCOISTE	
Serial Number:	77187173	CHOCOISTE	
Serial Number:	77108471	CHOCOISTE	
Serial Number:	78572909	CHOCOLIXIR	
Serial Number:	78539407		
Serial Number:	78539415		
Serial Number:	78539413		
Serial Number:	72268957	EGO GODIVA COMITISSA DIU ISTUD DESIDERAVI	
Serial Number:	74266729		
Serial Number:	74395347		
Serial Number:	77211707		

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Serial Number:	77217986	
Serial Number:	73661883	
Serial Number:	72241040	GODIVA
Serial Number:	73264659	GODIVA
Serial Number:	74258339	GODIVA
Serial Number:	74302615	GODIVA
Serial Number:	75655567	GODIVA
Serial Number:	76335130	GODIVA
Serial Number:	78703985	GODIVA
Serial Number:	77187180	GODIVA
Serial Number:	77211718	GODIVA
Serial Number:	77217992	GODIVA
Serial Number:	77325935	GODIVA
Serial Number:	78539400	GODIVA CHOCOLATIER
Serial Number:	78539405	GODIVA CHOCOLATIER
Serial Number:	78875025	GODIVA CHOCOLATIER
Serial Number:	74375393	GODIVA
Serial Number:	74317615	GODIVA
Serial Number:	75464944	GODIVA.COM
Serial Number:	77236898	
Serial Number:	77037356	TRUFFLETINI

CORRESPONDENCE DATA

Fax Number: (212)226-7700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 226-7700
 Email: tmurphy@yeellp.com
 Correspondent Name: Mary A. Donovan, Esq.
 Address Line 1: 110 Greene Street, Suite 700
 Address Line 2: Donovan & Yee, LLP
 Address Line 4: New York, NEW YORK 10012

ATTORNEY DOCKET NUMBER:	1713/0001 GODIVA TM ASSGT
NAME OF SUBMITTER:	Mary A. Donovan, Esq.
Signature:	/Mary A. Donovan/
Date:	08/08/2008

Total Attachments: 10

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Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER, dated as of March 18, 2008 (this "Agreement"), by and between Godiva Chocolatier, Inc., a New Jersey corporation ("Godiva US"), and Godiva Brands, Inc., a Delaware corporation ("Brands").

WITNESSETH:

WHEREAS, The Boards of Directors of Godiva US and Brands declare it advisable and in the best interests of Godiva US and Brands, respectively, to merge Brands with and into Godiva US pursuant to the provisions of the Delaware General Corporate Law (the "DGCL") and the New Jersey Business Corporation Act (the "NJBCA") upon the terms and conditions hereinafter set forth (the "Merger");

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, it is hereby agreed as follows:

1. The name of each constituent entity is as follows:

Godiva Chocolatier, Inc.

Godiva Brands, Inc.

2. As to Godiva US, all of the shares of common stock outstanding, each without par value, are issued to G-New, Inc.

3. As to Brands, all of the shares of common stock outstanding, each without par value, are issued to Godiva US.

4. This Agreement was approved and adopted on the date hereof by each member of the Board of Directors and the sole stockholder of Godiva US by resolution adopted on that date pursuant to Sections 14A:10 of the NJBCA and approved and adopted on the date hereof by each member of the Board of Directors and the sole stockholder of Brands by resolution adopted on that date pursuant to Section 252 of the DGCL.

5. Brands shall, pursuant to provisions of the NJBCA and the DGCL, be merged with and into Godiva US, which shall be the surviving company from and after the Effective Time of the Merger, and which is sometimes hereinafter referred to as the "surviving company," and which shall continue to exist as said surviving company under the name "Godiva Chocolatier, Inc." pursuant to the provisions of the NJBCA.

6. The separate existence of Brands, which is sometimes hereinafter referred to as the "terminating corporation," shall cease at the Effective Time (as defined herein) in accordance with the provisions of the NJBCA and the DGCL. The Merger shall become effective on such date and time (the "Effective Time") as specified in the Certificate of Merger filed with the Secretary of State of the State of New Jersey ("New

Jersey Certificate") and the Certificate of Merger filed with the Secretary of State of the State of Delaware ("Delaware Certificate").

7. The Certificate of Incorporation of Godiva US, as now in force and effect, shall continue to be the Certificate of Incorporation of the surviving company and said Certificate of Incorporation shall continue in full force and effect until further amended and changed in the manner prescribed by the provisions of the NJBCA.

8. The bylaws of Godiva US, as now in force and effect, shall continue to be the bylaws of the surviving company and said bylaws shall continue in full force and effect until further amended and changed in the manner prescribed by the provisions of the NJBCA.

9. The officers of Godiva US immediately prior to the Effective Time of the Merger shall be the officers of the surviving company from and after the Effective Time of the Merger until their successors have been duly elected, appointed or qualified or until the earlier of their death, resignation or removal in accordance with the Certificate of Incorporation of the surviving company and bylaws of the surviving company.

10. The directors of Godiva US immediately prior to the Effective Time of the Merger shall be the directors of the surviving company from and after the Effective Time of the Merger until their successors have been duly elected, appointed or qualified or until the earlier of their death, resignation or removal in accordance with the Certificate of Incorporation of the surviving company and bylaws of the surviving company.

11. The manner of converting the outstanding securities of the constituent entities shall be as follows:

(a) Each issued and outstanding share of stock of Brands shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and retired without any conversion thereof and no payment or distribution of any consideration shall be made with respect thereto.

(b) Each share of stock of Godiva US issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding at the Effective Time.

12. Godiva US and Brands agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of New Jersey or the State of Delaware, and that they will cause to be performed all necessary acts within the State of New Jersey or the State of Delaware, and elsewhere to effectuate the Merger herein provided for.

13. The proper officers of the surviving company and the Board of Directors and proper officers of the terminating corporation are hereby authorized,

empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for.

14. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

15. At any time prior to the filing of the New Jersey Certificate or the Delaware Certificate, this Agreement may be terminated and abandoned by action of the sole stockholder of Brands or the Board of Directors of Godiva US to the extent permitted by New Jersey law or Delaware law.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the date first written above.

GODIVA CHOCOLATIER, INC.

By: James A. Goldman
Name: James A. Goldman
Title: President

GODIVA BRANDS, INC.


By: _____
Name: Anthony P. Disilvestro
Title: President

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the date first written above.

GODIVA CHOCOLATIER, INC.

By: _____
Name: James A. Goldman
Title: President

GODIVA BRANDS, INC.

By:  _____
Name: Anthony P. Disilvestro
Title: President

UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF
GODIVA CHOCOLATIER, INC.

As of March 18, 2008

The undersigned, being all of the directors of Godiva Chocolatier, Inc., a New Jersey corporation (the "**Company**"), do hereby consent to the adoption of the following resolutions in lieu of a meeting of the Board of Directors of the Company:

1. Agreement and Plan of Merger

WHEREAS, it is proposed that the Company enter into the Agreement and Plan of Merger (the "**Merger Agreement**"), together with Godiva Brands, Inc. ("**Brands**"), in substantially the form previously submitted to the Board, pursuant to which Brands will merge with and into the Company, with the Company as the surviving corporation (the "**Merger**").

WHEREAS, the Board deems the execution and delivery by the Company of the Merger Agreement, the performance of the Company's obligations thereunder and the consummation of the transactions contemplated thereby, including the Merger, to be advisable and in the best interests of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the execution, delivery and performance of the Merger Agreement, be, and hereby is authorized, approved and ratified in all respects.

FURTHER RESOLVED, that the Proper Officers (as defined below) be, and each of them hereby is, authorized and directed, for and in the name and on behalf of the Company, to negotiate, execute and deliver the Merger Agreement with such changes as such Proper Officers shall approve, the execution and delivery thereof to be conclusive evidence of such approval;

FURTHER RESOLVED, that the Board submit the Merger Agreement to G-New, Inc., the sole stockholder of the Company, for approval pursuant to Sections 14A:10-1 and 14A:10-3 of the New Jersey Business Corporation Act and recommend that G-New, Inc., the sole stockholder of the Company, approve and adopt the Merger Agreement and the transactions contemplated thereby, including the Merger.

2. Amended and Restated Bylaws

RESOLVED, that the bylaws of the Company are hereby amended and restated in the form set forth on Exhibit A (the "**Amended and Restated Bylaws**"), and such Amended and Restated Bylaws are hereby approved and adopted in all respects.

3. Share Certificates

WHEREAS, Campbell Investment Company, a Delaware corporation ("**CIC**"), is the holder of one thousand and twenty (1,020) fully paid and non-assessable shares of Common Stock ("**Common Stock**") of the Company represented by Certificate No. 14 (the "**Old Certificate**") ; and

WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated March 18, 2008 (the "**Merger Agreement**"), by and between the Company and G-Sub, Inc., a New Jersey corporation, said Old Certificate, and all rights in respect thereof, was converted into the right to receive, in the aggregate, that portion of the Closing Payment (as defined in the SPA) allocated to the Company as set forth on Exhibit C to that certain Stock Purchase Agreement, dated as of December 20, 2007, between Yildiz Holding A.S. and CIC, as amended on January 24, 2008 (the "**SPA**"), and was thereafter canceled and is no longer outstanding.

WHEREAS, pursuant to the Merger Agreement, G-New, Inc. is the owner of 1,000 shares of Common Stock of the Company, which shares represent all of the outstanding shares of Common Stock of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the Old Certificate be and the same hereby is, canceled; and be it further

RESOLVED, that, a new stock certificate be and the same hereby is, issued to G-New, Inc., a Delaware corporation, for one thousand fully paid and non-assessable shares of Common Stock of the Company.

4. Employment Agreement

RESOLVED, that the Board hereby approves the terms of the Employment Agreement by and between the Company and James A. Goldman (the "**Employment Agreement**"), substantially in the form attached hereto as Exhibit B and that the Proper Officers be, and each of them hereby is, authorized and directed, for and in the name and on behalf of the Company, to execute and deliver the Employment Agreement.

5. Appointment of Officer

RESOLVED, that the following person be, and hereby is, elected to the office of the Company set forth opposite his name, to serve in accordance with the Bylaws of the Company and at the discretion of the Board of Directors:

<u>Name</u>	<u>Office</u>
Mehmet Atila Kurama	Vice President and Assistant Secretary

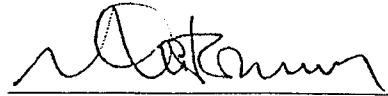
6. General Authorization

RESOLVED, that each of the President, any Vice President, the Treasurer, the Secretary and the Assistant Secretary

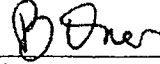
of the Company (each, a "**Proper Officer**") and each of the directors of the Company be and hereby are, authorized to execute and deliver any and all documents or instruments, perform all acts, do all things and pay or cause to be paid all liabilities, expenses and costs as may be by any of them deemed necessary, appropriate or advisable in order to carry out the purposes of the foregoing resolutions; and

FURTHER RESOLVED, that all actions heretofore taken by or on behalf of the Company in connection with the matters referenced in the foregoing resolutions be, and the same hereby are, ratified, confirmed, authorized and approved in all respects.


IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of the Company, have executed this consent as of the date first written above.



Mehmet Atila Kurama



Baris Oner



James A. Goldman

SIGNATURE PAGE TO UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF GODIVA US APPROVING MERGER WITH
GODIVA BRANDS

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IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of the Company, have executed this consent as of the date first written above.

Mehmet Atila Kurama

Baris Oner


James A. Goldman

SIGNATURE PAGE TO UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF GODIVA US APPROVING MERGER WITH
GODIVA BRANDS

RECORDED: 08/08/2008

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